

**INTERAGENCY SERVICE AGREEMENT BETWEEN
THE STATE OF ARIZONA DEPARTMENT OF LAW AND
THE ARIZONA DEVELOPMENTAL DISABILITIES
PLANNING COUNCIL**

1. This Interagency Service Agreement is made as of July 1, 2017, between the State of Arizona Department of Law ("Office of the Attorney General"), acting under authority of A.R.S. §§ 41-192 and 41-193 and the Arizona Developmental Disabilities Planning Council ("Council"), acting under the authority of the Developmental Disabilities Assistance and Bill of Rights Act, 42 U.S.C.A. § 15001, *et. seq.* and Arizona Executive Order 2014-09.

2. The purpose of this Agreement is to describe the cost and the provision of legal services by the Office of the Attorney General to the Council. The parties to this agreement recognize that the Council is exempt from representation by the Office of the Attorney General. The Council has requested and the Office of the Attorney General has agreed that notwithstanding this exemption the Office of the Attorney General will provide legal services to the Council only pursuant to the terms of this agreement.

3. The Office of the Attorney General will provide legal representation to the Council by providing an assistant attorney general with legal knowledge and understanding of the Council. There shall not be any specifically dedicated assistant attorney general assigned to the Council. Legal representation of the Council shall be provided under the term of this ISA based upon the Council's estimate of 7.5 hours per quarter, for a total of 30 hours. The total cost of legal services to be provided under this ISA is \$2,000.00 based upon the Council's estimate of 7.5 hours per quarter.

4. It is the understanding of both parties to this agreement that the dollar amount identified above is a lump sum that includes an estimated amount for ERE and other indirect costs. Given requirements mandated by federal laws relating to the federal monies received by

the Council, the Council has requested and the Office of the Attorney General has agreed to provide a final accounting and reconciliation at the end of the ISA period.

5. The duties of the attorney described in paragraph 3 hereof shall include, but not be limited to, the following, recognizing the Council's multiple responsibilities under Arizona Executive Order 2014-09:

- a.) The attorney shall attend such meetings of the Council as designated by the Council;
- b.) The attorney shall provide interpretation of the laws applicable to the Council in the discharge of its multiple responsibilities;
- c.) The attorney shall provide legal services concerning matters regarding federal requirements as they are applied to the Council's placement within the Designated State Agency;
- d.) The attorney shall provide assistance in the negotiation and review of contracts and other agreements;
- e.) The attorney shall provide additional legal services as needed that arise out of issues within the authority of the Council.

6. The Council will establish a retainer fee in the total amount of \$2,000.00 to be paid to the Office of the Attorney General to fund this agreement for the period of time commencing July 1, 2017 and ending midnight June 30, 2018. Said funds shall be used to pay portions of the salary and employee related expenses for the services of an attorney. The Council desires to pay the total amount in one lump sum and therefore shall transfer to the Attorney General \$2,000.00 within 30 days after execution of this Agreement.

7. The budget is as follows:

- a.) \$2,000.00 for portions of Assistant Attorney General salary and employment related expenses; and

- b.) The Attorney General shall provide letterhead stationery and pay all expenses related to any of the attorney's activities which are not on behalf of the Council.
- c.) In the event more than 30 hours are expended by the Assistant Attorney General in performing the tasks assigned by the Council the additional hours reasonably worked by the Assistant Attorney General shall be paid for by the Council at the standard hourly rate of the Office of the Attorney General for routine matters of \$185.00 per hour. The Attorney General shall provide timely notice to the Council if the 30 hours are exceeded. Billing for the additional hours will be sent to Council within 15 days after the month in which the original 30 hours are expended and each following month to the end of the fiscal year. Payment for the additional hours is to be made within 30 days from the date of the billing statement sent to Council at 3839 N. 3rd St, Ste. 306, Phoenix, Arizona 85012.
- d.) Any balance of funds remaining unallotted by the Office of the Attorney General for work done as of June 30, 2018, will be returned to the Council by August 15, 2018.

8. This Agreement shall be deemed to take effect July 1, 2017 and shall continue through June 30, 2018. Each party shall have the right to terminate this Agreement in whole or in part, without cause by written notice effective thirty (30) days after mailing to the other party written notice of termination by certified mail, return receipt requested. Any new agreement between the parties for legal services will be based on the actual time spent on legal services in the previous contract period and the anticipated legal workload for the next contract period as agreed by both parties.

9. The provisions of A.R.S. § 38-511 are acknowledged and incorporated herein by reference.

10. The Attorney General reserves the right to assign other duties or projects to any assistant attorney general assigned to provide legal services to the Council, whenever that can be done without having the effect of denying the Council the legal services that are the subject of this agreement.

11. Every payment obligation of the Council under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Council or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the Council or any other agency of the State of Arizona in the event this provision is exercised, and neither the Council nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

12. Pursuant to A.R.S. §§ 35-214 and 35-215, the both parties shall retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records to the other.

13. The parties shall comply with Executive Order 2014-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

14. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

15. This Agreement shall be construed in accordance the laws of the State of Arizona.

Executed this _____ day of _____, 2017.

STATE OF ARIZONA DEPARTMENT
OF LAW

DEVELOPMENTAL DISABILITIES
PLANNING COUNCIL

By _____
Jerry Connolly
Procurement Manager
6032033

By _____
Print _____

OFFICE OF THE ATTORNEY GENERAL
INTERAGENCY SERVICE AGREEMENT CONTRACT REQUIREMENTS FOR FY2018
CLIENT AGENCY: ISA-DEV DISABILITIES PLANNING COUNCIL
ISAE70399

	Projected FY2018
Number of FTEs	0.02
Personal Services	1,600
ERE	400
Travel	-
Operating	-
P&O	-
Indirect Cost	-
Equipment	-
Total Cost	\$2,000

OFFICE OF THE ATTORNEY GENERAL
INTERAGENCY SERVICE AGREEMENT CONTRACT REQUIREMENTS FOR FY2018
CLIENT AGENCY:ISA-DEV DISABILITIES PLANNING COUNCIL
ISAE70399

<u>JOB TITLE</u>	<u>FTE</u>	<u>PERSONAL SERVICES</u>	<u>EMPLOYEE RELATED EXP</u>	<u>TOTAL PS & ERE</u>
ASSTAG	0.02	1,600	400	2,000
	<u>0.02</u>	<u>1,600</u>	<u>400</u>	<u>2,000</u>